

## PPG INDUSTRIES NEW ZEALAND LIMITED

### PAINT SYSTEM GUARANTEE APPLICABLE FOR PPG PRIMED TIMBER PRODUCTS MANUFACTURED BY KLC LIMITED NEW ZEALAND.

(Effective as of 7 September 2015 for PPG paint products supplied to KLC LTD)

#### Limited Warranty

Subject to the following terms and conditions, when one coat of PPG Alkyd Wood Primer, 839 ENDURAPRIME is applied to all exposed sides of clean dry (19% moisture content or less) lumber, and then re-coated with one coat of PPG Alkyd Wood Primer, 839 ENDURAPRIME to all pre-primed clean sides, PPG Industries New Zealand Limited ("PPG") warrants to KLC LIMITED NEW ZEALAND for a period of TWO (2) years from the date of installation of the siding and completion of top coat painting that under normal exposure conditions and subject to the terms and conditions, exclusions, and limitations of this limited warranty, this primer and primer applied system (Product) is;

- **Moisture Resistant:** during normal service and when priming system is intact provides protection to the substrate from external moisture.
- **Resistant to Film Erosion:** The film paint resists erosion and chalking leading to substrate exposure.
- **Mildew resistant:** During the sixty (60) day period of installation the film is resistant to mould and mildew.

#### Film Build Requirements

The combined total for two coats PPG Alkyd Wood Primer, 839 ENDURAPRIME shall be no less than 150 wet microns (70 dry microns); with application of second coat, 839 ENDURAPRIME no less than 75 wet microns.

Provided that the coated substrate is top-coated with a 6 wet mil application of a high quality 100% acrylic coating within sixty (60) days of installation in accordance with 2 and 3 below and the manufacturer's recommendations.

#### Warranty Terms and Conditions

1. Two coats of a premium 100% acrylic topcoat must be applied to the surface in accordance with the surface preparation and application procedures set out in the label directions. Each coat of topcoat must be applied at a coverage rate of not more than 14 square metres per litre of paint.
2. Micropro – treated timber must be prepared in accordance with the approved protocol set out in the treatment operating procedure.
3. Application of 100% acrylic topcoat products must take place within 60 days of the primed timber products being exposed to the weather.
4. **IF THE PRODUCT FAILS TO MEET THE STANDARDS SET OUT IN 1. ABOVE, PPG, AS ITS SOLE LIABILITY AND IN LIEU OF ANY DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WILL (SUBJECT TO THE TERMS OF THIS WARRANTY) AT ITS OPTION, PROVIDE SUFFICIENT PRODUCT FOR THE TIMBER PRODUCTS**

**INVOLVED TO BE REPAINTED WITH THE PRODUCT, OR REFUND THE PURCHASE PRICE ORIGINALLY PAID FOR THE PPG PRODUCTS. LABOUR OR COSTS OF LABOUR FOR THE APPLICATION OF ANY PRODUCT OR OTHER EXPENSES (FILLERS, SANDPAPER, SCAFFOLDING ETC) ARE SPECIFICALLY EXCLUDED TO THE EXTENT PERMITTED BY LAW. PPG'S OBLIGATION UNDER THIS WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ORIGINAL PPG PRODUCT. ANY REPLACEMENT PAINT PRODUCT PROVIDED IN RESPONSE TO A WARRANTY CLAIM SHALL BE WARRANTED ONLY FOR THE BALANCE OF THE WARRANTY PERIOD.**

5. Further, the warranty **does not** apply or extend to:
- a) damage or failure caused by improper application of the primer to the primed timber products, failure to adhere to applicable surface preparation and application procedures, or failure to take appropriate quality control measures, in relation to the application of the primer to the timber products;
  - b) damage or failure caused by excessive warping, cupping, splitting, cracking and shrinkage of primed timber products, breakdown of underlying substrate; falling objects; faulty or improper storage and installation; lack of proper maintenance; accidental damage; structural defects; fire, lightening, hurricane, tornado, windstorm, earthquake, hail or other acts of God; harmful chemicals, including harmful cleaning compounds, surface deterioration due to air pollution; misuse; abuse; vandalism; mildew accumulation; scratching; abrading or misuse/abuse of pre-finished product after application;
  - c) Defects in the substrate resulting from insufficient preparation of the Micropro treatment process, per 2. above.
  - d) Defects in areas which PPG excludes in writing because of non-conformance with pre-treatment or application requirements.

## **Claims**

1. Except as set out in this guarantee PPG makes no other express nor implied warranties in relation to the PPG Product or the painted timber products and any such warranties are expressly excluded to the extent permitted by law. PPG specifically disclaims any implied warranties to the extent permitted by law. PPG shall have no liability under this warranty unless these warranty terms and conditions have been strictly followed and complied with.
2. To make a claim under this warranty contact your PPG sales representative on the number below.
  - NZ - 0800 774-272
3. When making a claim, you must supply proof that the alleged defective coating is PPG New Zealand Acrylic primers, and the date of its purchase. In addition, you must be able to provide access to the structure where the PPG Product has been used in order to permit PPG's representatives to inspect it, take samples and photograph it.
4. This warranty is given in favour of KLC Limited New Zealand. It cannot be transferred and is not given in favour of any other party.